

EXHIBIT B

Liquidation SOW



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Statement of Work

This Statement of Work, dated January 18, 2023 (this “SOW”), is made by Ernst & Young LLP (“we” or “EY”) and West Realm Shires Inc., on behalf of itself and all the other debtor entities in the consolidated Chapter 11 (as defined below) cases pending before the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”) under case number 22-11068 (JTD), as listed in Appendix 1, hereto, pursuant to the Agreement, dated November 28, 2022 (the “Agreement”), between EY and the Client which was executed in connection with the Client filing petitions under Chapter 11 of the United States Bankruptcy Code (“Chapter 11”) on or about November 11, 2022 and November 14, 2022, as applicable, with the Bankruptcy Court, and describes certain services that EY will perform for the Client during the Client’s Chapter 11 proceedings. This SOW shall be effective as of the date of this letter.

West Realm Shires Inc. represents that it has authority to sign this SOW on behalf of each and every debtor entity in the consolidated Chapter 11 cases pending before the Bankruptcy Court under case number 22-11068 (JTD), and that each and every such entity shall be bound by the terms of this SOW.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the transaction advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

EY will provide the following restructuring advisory services (the “Services”) to Client.

Global Services

- Analyze and discuss with management the current organization structure and entities or assets to be liquidated
- Liaise with the Debtors and their restructuring advisors regarding potential liquidation approaches and considerations
- Assist in analyzing the financial statements of entities being considered for liquidation and conduct further detailed analysis to identify potential liquidation issues
- Advise on the nature, merits and disadvantages of potential liquidation alternatives available
- Advise on statutory requirements and procedures required to place each entity into an appropriate liquidation process
- Assist management in the preparation of a liquidation program plan including implementation approach, engagement of local liquidation team, and key milestones



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- Coordinate with local liquidation teams (provisional liquidators or otherwise) to monitor and report on global liquidation activity in a consistent format
- Provide management with timely updates on global liquidation activities
- Coordinate with EY global and local tax teams regarding tax considerations
- Other activities as approved by the Debtors and agreed to by EY

Local Services

- Advise the local Debtors' directors and management on liquidation activities
- Analyze company documentation and conduct further detailed analysis to identify potential issues that may need to be addressed prior to or during liquidation
- Preparation of detailed wind down plans, including liquidity needs, estimated recovery analyses and risk considerations
- Provide timely updates on local liquidation activities
- Assist in the gathering and preparation of liquidation related information for the inclusion in Chapter 11 reporting
- Provide local operational and transaction support, as required
- Provide relevant regulatory and compliance support, as required
- Support the Debtors' restructuring advisors on claims review and analysis
- Other activities as approved by the Debtors and agreed to by EY

EY will leverage local teams and subject matter experts throughout these activities, including certain global liquidation activities, if needed.

Limitations on scope

You have retained us to act solely as your liquidation advisor and not in any fiduciary or agency capacity, for you, any other entity, or on your behalf.

We will not identify, address or correct any errors or defects in your computer systems (or those of the Business), other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

Your specific obligations

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities



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Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this Agreement.

You assume full responsibility for any financial statement issues relating to your business or assets.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we render any opinion as to the fairness or advisability of the proposed transaction or any other transaction.

Our Reports may contain advice or communications that may be privileged under Internal Revenue Code Section 7525. If such information is provided to persons other than your management, directors, or your legal counsel involved in its preparation or responsible for determining whether to implement it, you may waive such privilege.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by their vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the Agreement is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a non-reliance and release letter acceptable to us in form and substance.

If we receive a request from a third party for any information relating to our Tax Advice, we will notify you and will not release any such information unless you have executed an appropriate written consent authorizing such disclosure and the third party has executed a non-reliance and release letter acceptable to us in form and substance.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including Client's identity and location, as well as redacted agreements. Upon providing this



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information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as an employee of and/or under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP or, if applicable, an EY Firm. Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY Manager while on-site at Client premises.

EY and other EY Firms may render professional services to a potential buyer of any of your business or assets, in connection with your proposed restructuring or otherwise. You agree, in general, that any EY Firm may render services to such potential buyers, as long as (a) no member of the EY team performing Services under this SOW (the "EY Team") is part of any team serving other clients in connection with a transaction involving you or the Business while Services under this SOW are being performed, and (b) the EY Team does not disclose to any other such team any confidential information relating to you or the Business (except as required by applicable law, regulation or professional obligation), in either case without your prior written consent. If we identify any such potential buyer while Services under this SOW are being performed, we will ask you specifically to confirm that the EY Firm may perform such services for such buyer.

You acknowledge that you are operating in a financially distressed condition which could be the result of any number or combination of factors. Your ability to achieve any business plan, estimates of future cash flow, and/or any restructuring plan depends upon a variety of factors, including, without limitation, (a) future market conditions for your products, (b) future capital market conditions, (c) the cost and availability of financing, (d) the ability of your management to implement your business plan successfully, (e) your ability to retain and attract key management personnel, (f) your reputation among your customers and suppliers, and (g) the cost and availability of materials and services. We make no representation or warranty, and assume no responsibility with respect to any of these factors or with respect to your estimated cash flows, fair values or business plans or the assumptions underlying any thereof. You assume full responsibility for all such assumptions, as well as for their reasonableness, and for the implementation and ultimate achievability of any of your business plans, strategies, or estimates.

We may subcontract a portion of the Services to one or more EY Firms and to subcontractors, including retired EY partners and/or principals, working under our direction who may communicate directly with you. EY, however, will remain solely responsible to Client for the performance of the Services.



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Contacts

You have identified John Ray III as your contact with whom we should communicate about these Services. Your contacts at EY for these Services will be Briana Richards and Keiran Hutchison.

Fees and expenses

The General Terms and Conditions of the Agreement address our fees and expenses generally.

Subject to Bankruptcy Court approval, Client shall pay fees for the Services based on the actual time that EY's professionals spend performing them, billed within the following rate ranges for each level while the Services under this SOW are being performed.

	Rate card (USD)*	
Level	US, UK, Ireland	All other countries
Partner / Principal / Managing Director	\$940 - \$1,150	\$715 - \$990
Senior Manager	\$815 - \$940	\$600 - \$715
Manager	\$685 - \$815	\$460 - \$600
Associate / Consultant	\$295 - \$685	\$160 - \$460

**Rates will vary depending on both location and experience of EY individuals*

In addition, you shall reimburse EY for expenses incurred in connection with the performance of the Services, including reasonable and customary out-of-pocket expenses such as travel, meals accommodations and other expenses specifically related to this engagement. EY may receive rebates in connection with certain purchases, which are used to reduce charges that EY would otherwise pass on to its clients. Non-working travel time will be billed at 50% of the rates quoted above.

Billing and Payment

We will submit an itemized and detailed billing statement, and we will request payment of our fees and expenses, in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). We acknowledge payment of our fees and expenses hereunder is subject to (i) the jurisdiction and approval of the Bankruptcy Court under Sections 330 and 331 of the Bankruptcy Code and the Retention Order, (ii) any applicable fee and expense guidelines and/or orders, and (iii) any applicable requirements governing interim and final fee applications.

You shall also pay all applicable taxes (including VAT and others imposed) incurred in connection with the delivery of the Services or the Reports (except for taxes imposed on EY's income). You shall also pay any administrative costs that result from billing arrangements specifically requested by you.



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Your obligation to pay our fees and expenses is not contingent upon the results of the Services or the consummation of the proposed transaction.

In witness whereof, the parties have executed this SOW as of the date set forth above.

Ernst & Young LLP

By: 
Briana Richards
Authorized Signatory

West Realm Shires Inc., on behalf of itself and all the other debtor entities in the consolidated chapter 11 cases pending before the Bankruptcy Court under case number 22-11068 (JTD), as listed in Appendix 1, hereto

By: 
John Ray III, Chief Executive Officer



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Appendix 1 – List of all other debtor entities

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Joint Administration Pending)

**THIRD AMENDED² NOTICE OF FILING OF CHAPTER 11 PETITIONS
AND RELATED MOTIONS AND DECLARATIONS**

PLEASE TAKE NOTICE that on November 11, 2022 and, with respect to Debtor West Realm Shires Inc., on November 14, 2022, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

A. VOLUNTARY CHAPTER 11 PETITIONS

1. Voluntary Petition – Alameda Research LLC, Case No. 22-11066 (JTD) [D.I. 1]
2. Voluntary Petition – Alameda Research Ltd, Case No. 22-11067 (JTD) [D.I. 1]
3. Voluntary Petition – FTX Trading Ltd, Case No. 22-11068 (JTD) [D.I. 1]
4. Voluntary Petition – Alameda Research Holdings Inc., Case No. 22-11069 (JTD) [D.I. 1]
5. Voluntary Petition – Clifton Bay Investments LLC, Case No. 22-11070 (JTD) [D.I. 1]
6. Voluntary Petition – West Realm Shires Services Inc., Case No. 22-11071 (JTD) [D.I. 1]
7. Voluntary Petition – West Realm Shires Financial Services Inc., Case No. 22-11072 (JTD) [D.I. 1]
8. Voluntary Petition – Ledger Holdings Inc., Case No. 22-11073 (JTD) [D.I. 1]
9. Voluntary Petition – FTX Japan Holdings K.K., Case No. 22-11074 (JTD) [D.I. 1]
10. Voluntary Petition – FTX Europe AG, Case No. 22-11075 (JTD) [D.I. 1]

¹ The last four digits of FTX Trading Ltd.’s tax identification number are 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

² **Amended items appear in bold.**

11. Voluntary Petition – FTX Property Holdings Ltd, Case No. 22-11076 (JTD) [D.I. 1]
12. Voluntary Petition – LT Baskets Ltd., Case No. 22-11077 (JTD) [D.I. 1]
13. Voluntary Petition – Alameda TR Ltd, Case No. 22-11078 (JTD) [D.I. 1]
14. Voluntary Petition – Allston Way Ltd, Case No. 22-11079 (JTD) [D.I. 1]
15. Voluntary Petition – Analisya Pte Ltd, Case No. 22-11080 (JTD) [D.I. 1]
16. Voluntary Petition – Atlantis Technology Ltd., Case No. 22-11081 (JTD) [D.I. 1]
17. Voluntary Petition – Bancroft Way Ltd, Case No. 22-11082 (JTD) [D.I. 1]
18. Voluntary Petition – Blue Ridge Ltd, Case No. 22-11083 (JTD) [D.I. 1]
19. Voluntary Petition – Cardinal Ventures Ltd, Case No. 22-11084 (JTD) [D.I. 1]
20. Voluntary Petition – Cedar Bay Ltd, Case No. 22-11085 (JTD) [D.I. 1]
21. Voluntary Petition – Liquid Securities Singapore Pte Ltd, Case No. 22-11086 (JTD) [D.I. 1]
22. Voluntary Petition – Maclaurin Investments Ltd., Case No. 22-11087 (JTD) [D.I. 1]
23. Voluntary Petition – Mangrove Cay Ltd, Case No. 22-11088 (JTD) [D.I. 1]
24. Voluntary Petition – Paper Bird Inc, Case No. 22-11089 (JTD) [D.I. 1]
25. Voluntary Petition – Pioneer Street Inc., Case No. 22-11090 (JTD) [D.I. 1]
26. Voluntary Petition – Quoine India Pte Ltd, Case No. 22-11091 (JTD) [D.I. 1]
27. Voluntary Petition – Quoine Vietnam Co. Ltd, Case No. 22-11092 (JTD) [D.I. 1]
28. Voluntary Petition – SNG INVESTMENTS YATIRIM VE DANIŞMANLIK ANONİM ŞİRKETİ, Case No. 22-11093 (JTD) [D.I. 1]
29. Voluntary Petition – Strategy Ark Collective Ltd., Case No. 22-11094 (JTD) [D.I. 1]
30. Voluntary Petition – Technology Services Bahamas Limited, Case No. 22-11095 (JTD) [D.I. 1]
31. Voluntary Petition – Verdant Canyon Capital LLC, Case No. 22-11096 (JTD) [D.I. 1]
32. Voluntary Petition – West Innovative Barista Ltd., Case No. 22-11097 (JTD) [D.I. 1]
33. Voluntary Petition – Western Concord Enterprises Ltd., Case No. 22-11098 (JTD) [D.I. 1]

34. Voluntary Petition – FTX Equity Record Holdings Ltd, Case No. 22-11099 (JTD) [D.I. 1]
35. Voluntary Petition – FTX Exchange FZE, Case No. 22-11110 (JTD) [D.I. 1]
36. Voluntary Petition – FTX Hong Kong Ltd, Case No. 22-11112 (JTD) [D.I. 1]
37. Voluntary Petition – FTX Japan K.K., Case No. 22-11113 (JTD) [D.I. 1]
38. Voluntary Petition – FTX Japan Services KK, Case No. 22-11114 (JTD) [D.I. 1]
39. Voluntary Petition – Alameda Aus Pty Ltd, Case No. 22-11115 (JTD) [D.I. 1]
40. Voluntary Petition – Alameda Research (Bahamas) Ltd, Case No. 22-11116 (JTD) [D.I. 1]
41. Voluntary Petition – Alameda Research KK, Case No. 22-11100 (JTD) [D.I. 1]
42. Voluntary Petition – Alameda Research Pte Ltd, Case No. 22-11107 (JTD) [D.I. 1]
43. Voluntary Petition – Alameda Research Yankari Ltd, Case No. 22-11108 (JTD) [D.I. 1]
44. Voluntary Petition – Alameda TR Systems S. de R. L., Case No. 22-11109 (JTD) [D.I. 1]
45. Voluntary Petition – Blockfolio, Inc., Case No. 22-11110 (JTD) [D.I. 1]
46. Voluntary Petition – Clifton Bay Investments Ltd, Case No. 22-11111 (JTD) [D.I. 1]
47. Voluntary Petition – Cottonwood Grove Ltd, Case No. 22-11112 (JTD) [D.I. 1]
48. Voluntary Petition – Crypto Bahamas LLC, Case No. 22-11113 (JTD) [D.I. 1]
49. Voluntary Petition – Deep Creek Ltd, Case No. 22-11114 (JTD) [D.I. 1]
50. Voluntary Petition – Digital Custody Inc., Case No. 22-11115 (JTD) [D.I. 1]
51. Voluntary Petition – FTX (Gibraltar) Ltd, Case No. 22-11116 (JTD) [D.I. 1]
52. Voluntary Petition – FTX Canada Inc, Case No. 22-11117 (JTD) [D.I. 1]
53. Voluntary Petition – FTX Digital Holdings (Singapore) Pte Ltd, Case No. 22-11118 (JTD) [D.I. 1]
54. Voluntary Petition – FTX Products (Singapore) Pte Ltd, Case No. 22-11119 (JTD) [D.I. 1]
55. Voluntary Petition – FTX Services Solutions Ltd., Case No. 22-11120 (JTD) [D.I. 1]
56. Voluntary Petition – FTX Structured Products AG, Case No. 22-11122 (JTD) [D.I. 1]
57. Voluntary Petition – FTX Trading GmbH, Case No. 22-11123 (JTD) [D.I. 1]
58. Voluntary Petition – FTX Zuma Ltd, Case No. 22-11124 (JTD) [D.I. 1]

59. Voluntary Petition – Global Compass Dynamics Ltd., Case No. 22-11125 (JTD) [D.I. 1]
60. Voluntary Petition – Goodman Investments Ltd., Case No. 22-11126 (JTD) [D.I. 1]
61. Voluntary Petition – Hawaii Digital Assets Inc., Case No. 22-11127 (JTD) [D.I. 1]
62. Voluntary Petition – Innovatia Ltd, Case No. 22-11128 (JTD) [D.I. 1]
63. Voluntary Petition – Island Bay Ventures Inc, Case No. 22- 11129 (JTD) [D.I. 1]
64. Voluntary Petition – Killarney Lake Investments Ltd, Case No. 22-11131 (JTD) [D.I. 1]
65. Voluntary Petition – Zubr Exchange Ltd, Case No. 22-11132 (JTD) [D.I. 1]
66. Voluntary Petition – Alameda Global Services Ltd., Case No. 22-11134 (JTD) [D.I. 1]
67. Voluntary Petition – Cottonwood Technologies Ltd., Case No. 22-11136 (JTD) [D.I. 1]
68. Voluntary Petition – Deck Technologies Holdings LLC, Case No. 22-11138 (JTD) [D.I. 1]
69. Voluntary Petition – Deck Technologies Inc., Case No. 22-11139 (JTD) [D.I. 1]
70. Voluntary Petition – Euclid Way Ltd, Case No. 22-11141 (JTD) [D.I. 1]
71. Voluntary Petition – FTX Digital Assets LLC, Case No. 22-11143 (JTD) [D.I. 1]
72. Voluntary Petition – FTX EMEA Ltd., Case No. 22-11145 (JTD) [D.I. 1]
73. Voluntary Petition – FTX US Trading, Inc., Case No. 22-11149 (JTD) [D.I. 1]
74. Voluntary Petition – Hive Empire Trading Pty Ltd, Case No. 22-11150 (JTD) [D.I. 1]
75. Voluntary Petition – Liquid Financial USA Inc., Case No. 22-11151 (JTD) [D.I. 1]
76. Voluntary Petition – LiquidEX LLC, Case No. 22-11152 (JTD) [D.I. 1]
77. Voluntary Petition – North Dimension Inc, Case No. 22-11153 (JTD) [D.I. 1]
78. Voluntary Petition – North Wireless Dimension Inc, Case No. 22-11153 (JTD) [D.I. 1]
79. Voluntary Petition – LedgerPrime Bitcoin Yield Enhancement Master Fund LP, Case No. 22-11155 (JTD) [D.I. 1]
80. Voluntary Petition – LedgerPrime Digital Asset Opportunities Fund, LLC, Case No. 22-11156 (JTD) [D.I. 1]
81. Voluntary Petition – LedgerPrime Digital Asset Opportunities Master Fund LP, Case No. 22-11157 (JTD) [D.I. 1]

82. Voluntary Petition – Ledger Prime LLC, Case No. 22-11158 (JTD) [D.I. 1]
83. Voluntary Petition – LedgerPrime Ventures, LP, Case No. 22-11159 (JTD) [D.I. 1]
84. Voluntary Petition – North Dimension Ltd, Case No. 22-11160 (JTD) [D.I. 1]
85. Voluntary Petition – Quoine Pte Ltd, Case No. 22-11161 (JTD) [D.I. 1]
86. Voluntary Petition – Cedar Grove Technology Services, Ltd, Case No. 22-11162 (JTD) [D.I. 1]
87. Voluntary Petition – DAAG Trading, DMCC, Case No. 22-11163 (JTD) [D.I. 1]
88. Voluntary Petition – FTX Certificates GmbH, Case No. 22-11164 (JTD) [D.I. 1]
89. Voluntary Petition – FTX Crypto Services Ltd., Case No. 22-11165 (JTD) [D.I. 1]
90. Voluntary Petition – FTX EU Ltd., Case No. 22-11166 (JTD) [D.I. 1]
91. Voluntary Petition – FTX Lend Inc., Case No. 22-11167 (JTD) [D.I. 1]
92. Voluntary Petition – FTX Marketplace, Inc., Case No. 22-11168 (JTD) [D.I. 1]
93. Voluntary Petition – FTX Switzerland GmbH, Case No. 22-11169 (JTD) [D.I. 1]
94. Voluntary Petition – FTX TURKEY TEKNOLOJİ VE TİCARET ANONİM ŞİRKET, Case No. 22-11170 (JTD) [D.I. 1]
95. Voluntary Petition – FTX US Services, Inc., Case No. 22-11171 (JTD) [D.I. 1]
96. Voluntary Petition – FTX Ventures Ltd, Case No. 22-11172 (JTD) [D.I. 1]
97. Voluntary Petition – GG Trading Terminal Ltd, Case No. 22-11173 (JTD) [D.I. 1]
98. Voluntary Petition – Good Luck Games, LLC, Case No. 22-11174 (JTD) [D.I. 1]
99. Voluntary Petition – Hannam Group Inc, Case No. 22-11175 (JTD) [D.I. 1]
100. Voluntary Petition – Hilltop Technology Services LLC, Case No. 22-11176 (JTD) [D.I. 1]
101. Voluntary Petition – LedgerPrime Bitcoin Yield Enhancement Fund, LLC, Case No. 22-11177 (JTD) [D.I. 1]
102. Voluntary Petition – West Realm Shires Inc., Case No. 22-11183 (JTD) [D.I. 1]